



# Mount Cranmore Snow Tubing Center

## ACKNOWLEDGMENT OF RISKS & HAZARDS LIABILITY RELEASE & AGREEMENT NOT TO SUE

1. I agree to **RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND AND HOLD HARMLESS** Mount Cranmore Ski Resort, Inc., for all loss or damage I may cause to the equipment, except for reasonable wear and tear.
2. I understand there are numerous risks, hazards and dangers inherent in snowtubing including but not limited to: continually changing weather and surface conditions, bare ground, ruts, bumps, banks, the use of the tubing equipment, lifts and tows, and a multitude of other risks inherent in snowtubing, as well as collisions with other participants and spectators, or any of the objects included in this release. Further, I understand that there may be other risks not known to me or reasonably foreseeable at this time. I hereby assume any and all risks of injury, death and property damage arising from my participation in snowtubing, my use of the lifts or tows and my presence on Mount Cranmore premises.
3. I acknowledge I have been given the opportunity and have been encouraged by Mount Cranmore to inspect the facilities and course **PRIOR** to signing this release.
4. I hereby freely and expressly assume and accept the responsibility for any and all risks of injury, death and property damage while participating in snowtubing, while using the lifts and tows, or while present on Mount Cranmore premises, and I agree to **RELEASE AND FOREVER DISCHARGE, INDEMNIFY, DEFEND AND HOLD HARMLESS** Mount Cranmore Ski Resort, Inc., its parent, subsidiary, affiliated and successor companies, real and personal property owners, employees, agents, directors and officers, as well as the equipment manufacturers and distributors (hereinafter "Releasees") from any and all losses, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in this activity, related activities, or my use of the snowtubing park, its equipment, or any equipment, or Releasees' premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused.
5. **I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEY'S FEES FOR DAMAGE AND PERSONAL INJURY TO ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, THAT IS, THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.**
6. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of the state of New Hampshire. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims, which I may bring against the Releasees, shall be submitted to the jurisdiction of the State or Federal courts of New Hampshire and that no claims against the Releasees shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form.
7. I consent to the use by Releasees of any pictures (video and print) for commercial purposes or otherwise, of me in connection with the activities at Mount Cranmore, without restriction as to frequency, duration or medium.
8. I understand that permission to use Releasees' snowtubing park, their premises and/or equipment is being given to the undersigned participant in exchange for the execution of this Liability Release and Agreement Not to Sue.
9. I have read the above paragraphs and fully understand them. I understand that this is a **RELEASE OF LIABILITY** that will legally prevent me or any other person from filing suit or making any other claims for damages in the event of personal injury, death and property damage. I freely and voluntarily enter into this agreement. I have made no misrepresentations to Releasees regarding my name or age. I intend this document to be interpreted as broadly as permissible by New Hampshire law and understand that it is not intended to assert any claims or defenses prohibited by law.

**Signature of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Participant (print name):** \_\_\_\_\_ **Address:** \_\_\_\_\_

Participant Under 18 Years of Age: As parent/guardian signing this agreement for the named minor(s) either above or following, I acknowledge and agree that I have read the above release, and that by signing this Release on behalf of the minor(s), the minor(s) and I agree to be bound by its terms. I hereby agree to **INDEMNIFY, DEFEND AND HOLD HARMLESS** Releasees' for any claim or suit arising out of the minors' participation in the activity or the minors' presence on Releasees' premises. I also agree to be solely responsible for any medical expenses incurred by the minor(s).

**Signature of Parent/Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**THIS SPACE FOR ADDITONAL MINOR'S NAMES IN GROUP OR FAMILY:**

Print Name:

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Signature:

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Print Name:

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